



Sean Rogan
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

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Commissioners

June 21, 2016

The Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

1-D June 21, 2016

LORI GLASGOW
EXECUTIVE OFFICER

**AWARD CONTRACT TO PROVIDE VACANT AND PARKING LOT LANDSCAPING AND
MAINTENANCE SERVICES
(ALL DISTRICTS) (3 VOTE)**

SUBJECT

This letter requests approval of a contract with Alliance Landcare, Inc., to provide landscaping and maintenance services to the Community Development Commission (Commission).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Executive Director, or his designee, to execute, amend and, if necessary, terminate a one-year Landscaping and Maintenance Service Contract (Contract) with Alliance Landcare, Inc. (Contractor), using up to \$250,000 in various funds included in the Commission's approved Fiscal Year 2016-2017 budget, to be effective following approval as to form by County Counsel and execution by all parties.
2. Authorize the Executive Director, or his designee, to execute amendments to the Contract, following approval as to form by County Counsel, to extend the term for a maximum of up to four additional years, in one-year increments, with an annual compensation of \$250,000, using funds to be included in the Commission's annual budget approval process.
3. Authorize the Executive Director, or his designee, to amend the Contract to add or delete sites, modify the scope of work, and increase the annual compensation by up to 10% of the contract total as needed for unforeseen costs.
4. Find that approval of the Landscape and Maintenance Services Contract is categorically exempt

from the California Environmental Quality Act (CEQA) because the proposed activity will not have the potential for causing a significant effect on the environment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to award a Contract to provide landscaping and maintenance services for the Commission.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund.

The cost for the first year is \$250,000, which is included in the Commission's approved Fiscal Year 2016-17 budget. The \$250,000 is comprised of \$169,400 in Community Development Block Grant Program funds allocated by the U.S. Department of Housing and Urban Development (HUD), \$30,600 in prior year project funds, and \$50,000 in County Capital funds.

If extended, the cost for the second through the fifth year of the Contract will remain at the same annual amount of \$250,000, using funds to be requested through the Commission's annual budget approval process.

A 10% contingency, in the amount of \$25,000 per year, for a total amount of \$125,000, is also being set aside for any unforeseen needed landscaping and/or maintenance services, using the same source of funds described above.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contract will provide for necessary regular landscaping and maintenance services for 65 lots owned or operated by the Commission, located in the First, Second and Fifth Supervisorial Districts. Under the proposed Contract, the Contractor will perform an estimated 325 hours of regular landscaping and maintenance services each month, depending on specific work needs approved by the Commission. The regular services include trash pick-up, weed/brush removal and control, basic bush/tree maintenance, and other similar tasks. The cost of regular landscaping and maintenance services under the Contract is \$117,000.

The Contractor will also perform other as-needed landscaping, maintenance, fencing, and associated handy work for the 65 lots and additional lots (vacant and construction) added throughout the duration of the Contract as deemed necessary for the safe up keeping at the direction of the Commission. These services include tree (trimming and/or removal) services, debris (construction, household items, vehicles, and unusual items dumped at vacant lots) removal, minor fencing installation/repair, sign installation/repair, and other associated services required to maintain the lots at a safe and satisfactory condition. The Contract provides for up to \$133,000 in as needed services and future regular service increases due to Living Wage Program changes, bringing the total contract amount up to a maximum of \$250,000. The total amount of the contract including contingency will not exceed \$1,375,000 should the contract be fully extended for five years.

Should the Contractor require additional or replacement personnel during the term of the Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) program who meet the minimum qualifications for

the open positions. The Contractor will contact the County's GAIN/GROW Division for a list of participants by job category.

The Commission has determined that the Contractor has met the requirements of the Living Wage Program and agrees to pay living wage hourly rates to full-time employees while providing services under the Contract.

The Contract has been approved as to form by County Counsel and will be effective on July 1, 2016, subject to Board approval and execution by Alliance Landcare, Inc.

ENVIRONMENTAL DOCUMENTATION

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3) because it involves maintenance activities that will not have a physical impact or result in any physical changes to the environment. The action is categorically exempt from the provisions of CEQA pursuant to State CEQA Guideline 15301 because it involves activities that do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

On March 15, 2016, a Request for Proposal (RFP) process was initiated to identify contractors to provide landscaping and maintenance services for the Commission. The Commission's vendor list was used to e-mail the RFP announcement to 163 landscape service contractors. An announcement was also posted on the County's WebVen and Commission websites.

A Pre-Proposal Conference was held at the Commission Administrative Building, on March 23, 2016. A total of eight contractors participated in the Pre-Proposal Conference. On March 30, 2016, three proposals were received.

During the period of March 31 through April 8, 2016, a panel of Commission staff evaluated the proposals and ranked each firm independently. Alliance Landcare, Inc., was determined to be the highest ranked and most qualified vendor based on the criteria stated in the RFP, and is therefore being recommended for the Contract award. The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Contract will provide needed landscape services for locations owned by the Commission and continue to provide the residents and staff with decent, safe and sanitary living conditions.

The Honorable Board of Commissioners

6/21/2016

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN

Executive Director

SR:MF:hbj

Enclosures

ATTACHMENT A

Summary of Outreach Activities

Landscape Services

On March 15, 2016, the following outreach was initiated to identify Landscaping Service contractors to provide necessary landscaping and maintenance services for the Commission.

A. Announcement

An announcement was posted on the County's WebVen and Commission websites.

B. Distribution of Notices

The Commission's vendor list was used to e-mail the Request for Proposals (RFP) announcement to 163 landscape service contractors, of which 79 identified themselves as firms owned by minorities or women (private firms that are 51 percent owned by minorities or women, or publicly owned businesses, in which 51 percent of the stock is held by minorities or women). As a result of the outreach, 32 solicitation packages were downloaded.

C. Proposal Results

On March 30, 2016, three proposals were received. All three proposals met the minimum requirements and were forwarded to the three-member evaluation panel for further review. The evaluation committee used the "informed averaged" scoring methodology using a 1,000 points system as established in the solicitation package. The evaluation criteria consisted of qualifications (experience, background, references, etc.) approach to providing the services, Living Wage Program and costs. The final evaluation results are as follows:

	<u>Score</u>
Alliance Landcare, Inc.	856
Far East Landscape and Maintenance, Inc.	853
Parkwood Landscape Maintenance, Inc.	756

Alliance Landcare, Inc. is being recommended for the Contract award for landscape services based on the evaluation criteria set forth in the RFP.

D. Minority/Women Participation – Selected Agency

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Alliance Landcare, Inc.	Non-Minority	Total: 7
		0 Minorities
		1 Woman
		0% Minority
		14% Women

E. Minority/Women Participation– Firm Not Selected

Far East Landscape and Maintenance, Inc.	Minority	Total: 34 33 Minorities 1 Woman 100% Minorities 3% Women
Parkwood Landscape Maintenance, Inc.	Non-Minority	Total: 179 174 Minorities 5 Women 97% Minorities 3% Women

The Commission conducts ongoing outreach to include minorities and women in the Contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommended award of Contract is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

**CONTRACT FOR
VACANT AND PARKING LOT
LANDSCAPING AND MAINTENANCE SERVICES**

This Contract is made and entered into this 22th day of June, 2016, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Alliance Landcare, Inc., hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed vacant and parking lot landscaping and maintenance services. On March 30, 2016, in response to the Commission's Request for Proposals, the Contractor submitted a proposal to furnish the hereinafter-described vacant and parking lot landscaping and maintenance services to the Commission.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence on July 1, 2016 and shall remain in full force and effect for twelve (12) months until June 30, 2017, unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Commission.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the attached Statement of Work, Attachment A.

4. COMPENSATION

A. The Contractor shall submit to the Commission on the 1st day of each month an invoice on a form approved by the Commission for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), and the total amount of compensation under this Contract will not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), which shall include all related expenses.

- B. The Contractor shall be paid in accordance with the Commission's standard accounts payable system.
- C. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Commission's express prior written approval.
- D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Commission at the address herein provided in Section 40, Notices in this Contract.
- E. The Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5. SOURCE AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

6. TERMINATION FOR IMPROPER CONSIDERATION

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this

Contract of the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

7. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

9. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

10. INSURANCE

Without limiting the Contractor's duties to indemnify and defend as provided in this Contract, the Contractor shall procure and maintain, at the Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide. The Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Contractor shall provide the Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and all deductible amounts must be provided in advance to the Commission for its approval. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, the Contractor agrees that it will defend, indemnify and hold harmless the Commission, Housing Authority of the County of Los Angeles ("Housing Authority"), County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full

coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. The Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. The Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which the Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: **Alliance Landcare, Inc.**

The insurance policies set forth herein shall be primary insurance and non-contributory with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of the Contractor, and/or any entities with which the Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

When Contractor, or any entity with which the Contractor contracts, is naming the Commission as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in Commission's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

The following insurance policies shall be maintained by the Contractor and any entity with which the Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000

Each Occurrence..... \$1,000,000

The Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for the Contractor's work on such policy.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident..... \$1,000,000
Disease-policy limit..... \$1,000,000
Disease-each employee..... \$1,000,000

- D. POLLUTION LIABILITY INSURANCE, including coverage for bodily injury, personal injury, death, property damages, and environmental damage with limits of not less than the following:

General Aggregate \$500,000
Completed Operations \$500,000
Each Occurrence \$250,000

Said policy shall also include, but not be limited to: coverage for any and all remediation costs, including, but not limited to, brownfield restoration and clean-up costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials where applicable. The Public Agencies and their Agents shall be covered as additional insureds on the pollution liability insurance policy. If the general liability insurance policy and/or the pollution liability insurance policy is written on a claims-made form, then said policy or policies shall also comply with all of the following requirements:

- (i) The retroactive date must be shown on the policy and must be before the date of this Contract or the beginning of the work or services that are the subject of this Contract;
- (ii) Insurance must be maintained and evidence of insurance must be provided for the duration of this Contract or for five (5) years after completion of the work or services that are the subject of this Contract, whichever is greater;

- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Contract, then the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of work or services that are the subject of this Contract;
- (iv) A copy of the claims reporting requirements must be submitted to the Commission for review; and
- (v) If the work or services that are the subject of this Contract involve lead based paint or asbestos identification/remediation, then the Contractors Pollution Liability shall not contain any lead-based paint or asbestos exclusions.

The Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the Contractor's acts, errors, or omissions, except to the extent caused by the sole negligence or willful misconduct of the Commission, Housing Authority, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. The Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

12. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the

corrective measure, the Commission may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. TERMINATION FOR CAUSE

This Contract may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.

D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Commission's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Commission under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Commission may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Commission Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The

Contractor understands that it is County's and Commission's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Contract.

Professional Conduct: The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September

24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM

- A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- B. In the event that both laid-off County Employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may recommend that the Board of Commissioners debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, recommend that the Board of Commissioners reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate

the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Commission satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission, Housing Authority, or County or a subcontract with a Commission, Housing Authority, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission, Housing Authority, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission or County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole

discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

40. NOTICES

The Commission shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission:

Matthew Fortini, Director
Community Development Commission of the County of Los Angeles
700 W. Main Street
Alhambra, CA 91801

The Contractor:

Mike Parker, President
Alliance Landcare, Inc.
3770 East Grand Avenue

Pomona, CA 91766

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR’S ACKNOWLEDGMENT OF COMMISSION’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission’s policy to encourage all Commission Contractors to voluntarily post the Commission’s “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR’S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission contractors that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. COMPLIANCE WITH THE LIVING WAGE PROGRAM (LWP)

A. Living Wage Program

This Contract is subject to the provisions of the Housing Authority's policy entitled Living Wage Program, a copy of which is attached in *Attachment E - Living Wage Program* and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the Commission's satisfaction either that the Contractor is not an "Employer" as defined under the Living Wage Program Policy or that the Contractor qualifies for an exception to the Living Wage Program, the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the Commission under the Contract.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the Commission under the Contract. If the Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the Commission under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Commission; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the Commission if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The Commission may also require, at any time during the Contract and at its sole

discretion, that the Contractor demonstrate to the Commission's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the Commission, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a Commission facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between Commission facilities that are subject to two different contracts between the Contractor and the Commission (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such Commission facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the Commission certified monitoring reports at a frequency instructed by the Commission. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, and the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the Commission, or other form approved by the Commission which contains the above information. The Commission reserves the right to request any additional information it may deem necessary. If the Commission requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim")

concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the Commission of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the Commission, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

E. Commission Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the Commission may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the Commission shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

The Contractor shall place Commission-provided living wage posters at each of the Contractor's places of business and locations where Contractor's Employees are working. The Contractor shall also distribute Commission-provided notices to each of its Employees at least once per year. The Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Sub-paragraph, the Commission shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. **Remedies For Submission of Late or Incomplete Certified Monitoring Reports**
If the Contractor submits a certified monitoring report to the Commission after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the Commission may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding of Payment**

If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the Commission may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the Commission, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages.

It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the Commission. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the Commission may, in its sole discretion, assess against the Contractor liquidated damages in the amount of hundred dollars (\$100) per monitoring report for each day until the Commission has been provided with a properly prepared, complete and certified monitoring report. The Commission may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination.

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the Commission may, in its sole discretion, terminate the Contract.

1. Remedies for Payment of Less Than the Required Living Wage

If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the Commission may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment.

If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the Commission may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The Commission may withhold said amount until the Contractor has satisfied the Commission that any underpayment has been

cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages.

It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the Commission. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the Commission may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per Employee per day for each and every instance of an underpayment to an Employee. The Commission may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination.

The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the Commission may, in its sole discretion, terminate the Contract.

d. Debarment.

In the event the Contractor breaches a requirement of this Sub-paragraph, the Commission may, in its sole discretion, bar the Contractor from the award of future Commission contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the Commission that it is necessary to use non-full-time Employees based on staffing efficiency or Commission requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the Commission has provided written authorization for the use of same. The Contractor submitted with its bid a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the Commission.

I. Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any

statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the Commission or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the Commission may, in its sole discretion, terminate the Contract.

J. Contractor Standards

During the term of this Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the Commission, the Contractor shall demonstrate to the satisfaction of the Commission that the Contractor is complying with this requirement.

K. Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

L. Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a Living Wage Program services contract with the Commission for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the Commission prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the Commission entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance;
or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the

Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

M. Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

45. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals and businesses that benefit financially from the Commission through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

46. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

47. THIS SECTION INTENTIONALLY LEFT BLANK.

48. AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this

Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

49. THIS SECTION INTENTIONALLY LEFT BLANK.

50. THIS SECTION INTENTIONALLY LEFT BLANK.

51. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

52. ENTIRE CONTRACT

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

[illegible]

SIGNATURES

IN WITNESS WHEREOF, the Commission and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

ALLIANCE LANDCARE, INC.

By _____
Sean Rogan
Executive Director

By _____
Mike Parker
President

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION

By _____
Behnaz Tashakorian
Senior Deputy County Counsel

By _____
Matthew Fortini
Director

ATTACHMENT A

Summary of Outreach Activities

Landscape Services

On March 15, 2016, the following outreach was initiated to identify Landscaping Service contractors to provide necessary landscaping and maintenance services for the Commission.

A. Announcement

An announcement was posted on the County's WebVen and Commission websites.

B. Distribution of Notices

The Commission's vendor list was used to e-mail the Request for Proposals (RFP) announcement to 163 landscape service contractors, of which 79 identified themselves as firms owned by minorities or women (private firms that are 51 percent owned by minorities or women, or publicly owned businesses, in which 51 percent of the stock is held by minorities or women). As a result of the outreach, 32 solicitation packages were downloaded.

C. Proposal Results

On March 30, 2016, three proposals were received. All three proposals met the minimum requirements and were forwarded to the three-member evaluation panel for further review. The evaluation committee used the "informed averaged" scoring methodology using a 1,000 points system as established in the solicitation package. The evaluation criteria consisted of qualifications (experience, background, references, etc.) approach to providing the services, Living Wage Program and costs. The final evaluation results are as follows:

	<u>Score</u>
Alliance Landcare, Inc.	856
Far East Landscape and Maintenance, Inc.	853
Parkwood Landscape Maintenance, Inc.	756

Alliance Landcare, Inc. is being recommended for the Contract award for landscape services based on the evaluation criteria set forth in the RFP.

D. Minority/Women Participation – Selected Agency

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Alliance Landcare, Inc.	Non-Minority	Total: 7
		0 Minorities
		1 Woman
		0% Minority
		14% Women

E. Minority/Women Participation– Firm Not Selected

Far East Landscape and Maintenance, Inc.	Minority	Total: 34 33 Minorities 1 Woman 100% Minorities 3% Women
Parkwood Landscape Maintenance, Inc.	Non-Minority	Total: 179 174 Minorities 5 Women 97% Minorities 3% Women

The Commission conducts ongoing outreach to include minorities and women in the Contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommended award of Contract is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

**CONTRACT FOR
VACANT AND PARKING LOT
LANDSCAPING AND MAINTENANCE SERVICES**

This Contract is made and entered into this 22th day of June, 2016, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Alliance Landcare, Inc., hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed vacant and parking lot landscaping and maintenance services. On March 30, 2016, in response to the Commission's Request for Proposals, the Contractor submitted a proposal to furnish the hereinafter-described vacant and parking lot landscaping and maintenance services to the Commission.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence on July 1, 2016 and shall remain in full force and effect for twelve (12) months until June 30, 2017, unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Commission.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the attached Statement of Work, Attachment A.

4. COMPENSATION

A. The Contractor shall submit to the Commission on the 1st day of each month an invoice on a form approved by the Commission for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), and the total amount of compensation under this Contract will not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), which shall include all related expenses.

- B. The Contractor shall be paid in accordance with the Commission's standard accounts payable system.
- C. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Commission's express prior written approval.
- D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Commission at the address herein provided in Section 40, Notices in this Contract.
- E. The Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5. SOURCE AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

6. TERMINATION FOR IMPROPER CONSIDERATION

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this

Contract of the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

7. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

9. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

10. INSURANCE

Without limiting the Contractor's duties to indemnify and defend as provided in this Contract, the Contractor shall procure and maintain, at the Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide. The Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Contractor shall provide the Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and all deductible amounts must be provided in advance to the Commission for its approval. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, the Contractor agrees that it will defend, indemnify and hold harmless the Commission, Housing Authority of the County of Los Angeles ("Housing Authority"), County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full

coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. The Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. The Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which the Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: **Alliance Landcare, Inc.**

The insurance policies set forth herein shall be primary insurance and non-contributory with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of the Contractor, and/or any entities with which the Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

When Contractor, or any entity with which the Contractor contracts, is naming the Commission as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in Commission's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

The following insurance policies shall be maintained by the Contractor and any entity with which the Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than the following:

General Aggregate.....	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000

Each Occurrence\$1,000,000

The Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for the Contractor's work on such policy.

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident\$1,000,000
Disease-policy limit\$1,000,000
Disease-each employee\$1,000,000

D. POLLUTION LIABILITY INSURANCE, including coverage for bodily injury, personal injury, death, property damages, and environmental damage with limits of not less than the following:

General Aggregate\$500,000
Completed Operations\$500,000
Each Occurrence\$250,000

Said policy shall also include, but not be limited to: coverage for any and all remediation costs, including, but not limited to, brownfield restoration and clean-up costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials where applicable. The Public Agencies and their Agents shall be covered as additional insureds on the pollution liability insurance policy. If the general liability insurance policy and/or the pollution liability insurance policy is written on a claims-made form, then said policy or policies shall also comply with all of the following requirements:

- (i) The retroactive date must be shown on the policy and must be before the date of this Contract or the beginning of the work or services that are the subject of this Contract;
- (ii) Insurance must be maintained and evidence of insurance must be provided for the duration of this Contract or for five (5) years after completion of the work or services that are the subject of this Contract, whichever is greater;

- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Contract, then the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of work or services that are the subject of this Contract;
- (iv) A copy of the claims reporting requirements must be submitted to the Commission for review; and
- (v) If the work or services that are the subject of this Contract involve lead based paint or asbestos identification/remediation, then the Contractors Pollution Liability shall not contain any lead-based paint or asbestos exclusions.

The Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the Contractor's acts, errors, or omissions, except to the extent caused by the sole negligence or willful misconduct of the Commission, Housing Authority, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. The Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

12. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the

corrective measure, the Commission may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. TERMINATION FOR CAUSE

This Contract may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.

D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Commission's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Commission under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Commission may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Commission Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The

Contractor understands that it is County's and Commission's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Contract.

Professional Conduct: The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September

24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM

- A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- B. In the event that both laid-off County Employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may recommend that the Board of Commissioners debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, recommend that the Board of Commissioners reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate

the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Commission satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission, Housing Authority, or County or a subcontract with a Commission, Housing Authority, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission, Housing Authority, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission or County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole

discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

40. NOTICES

The Commission shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission:

Matthew Fortini, Director
Community Development Commission of the County of Los Angeles
700 W. Main Street
Alhambra, CA 91801

The Contractor:

Mike Parker, President
Alliance Landcare, Inc.
3770 East Grand Avenue

Pomona, CA 91766

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission Contractors to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission contractors that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. COMPLIANCE WITH THE LIVING WAGE PROGRAM (LWP)

A. Living Wage Program

This Contract is subject to the provisions of the Housing Authority's policy entitled Living Wage Program, a copy of which is attached in *Attachment E - Living Wage Program* and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the Commission's satisfaction either that the Contractor is not an "Employer" as defined under the Living Wage Program Policy or that the Contractor qualifies for an exception to the Living Wage Program, the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the Commission under the Contract.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the Commission under the Contract. If the Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the Commission under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Commission; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the Commission if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The Commission may also require, at any time during the Contract and at its sole

discretion, that the Contractor demonstrate to the Commission's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the Commission, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a Commission facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between Commission facilities that are subject to two different contracts between the Contractor and the Commission (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such Commission facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the Commission certified monitoring reports at a frequency instructed by the Commission. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, and the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the Commission, or other form approved by the Commission which contains the above information. The Commission reserves the right to request any additional information it may deem necessary. If the Commission requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim")

concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the Commission of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the Commission, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

E. Commission Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the Commission may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the Commission shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

The Contractor shall place Commission-provided living wage posters at each of the Contractor's places of business and locations where Contractor's Employees are working. The Contractor shall also distribute Commission-provided notices to each of its Employees at least once per year. The Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Sub-paragraph, the Commission shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. **Remedies For Submission of Late or Incomplete Certified Monitoring Reports**
If the Contractor submits a certified monitoring report to the Commission after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the Commission may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding of Payment**

If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the Commission may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the Commission, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages.

It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the Commission. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the Commission may, in its sole discretion, assess against the Contractor liquidated damages in the amount of hundred dollars (\$100) per monitoring report for each day until the Commission has been provided with a properly prepared, complete and certified monitoring report. The Commission may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination.

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the Commission may, in its sole discretion, terminate the Contract.

1. Remedies for Payment of Less Than the Required Living Wage

If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the Commission may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment.

If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the Commission may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The Commission may withhold said amount until the Contractor has satisfied the Commission that any underpayment has been

cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages.

It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the Commission. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the Commission may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per Employee per day for each and every instance of an underpayment to an Employee. The Commission may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination.

The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the Commission may, in its sole discretion, terminate the Contract.

d. Debarment.

In the event the Contractor breaches a requirement of this Sub-paragraph, the Commission may, in its sole discretion, bar the Contractor from the award of future Commission contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the Commission that it is necessary to use non-full-time Employees based on staffing efficiency or Commission requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the Commission has provided written authorization for the use of same. The Contractor submitted with its bid a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the Commission.

I. Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any

statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the Commission or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the Commission may, in its sole discretion, terminate the Contract.

J. Contractor Standards

During the term of this Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the Commission, the Contractor shall demonstrate to the satisfaction of the Commission that the Contractor is complying with this requirement.

K. Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

L. Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a Living Wage Program services contract with the Commission for at least six (6) months prior to the date of this new Contract, which predecessor contract was terminated by the Commission prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the Commission entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance;
or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the contract, except for cause. Thereafter, the

Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

M. Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

45. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals and businesses that benefit financially from the Commission through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

46. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

47. THIS SECTION INTENTIONALLY LEFT BLANK.

48. AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this

Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

49. THIS SECTION INTENTIONALLY LEFT BLANK.

50. THIS SECTION INTENTIONALLY LEFT BLANK.

51. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

52. ENTIRE CONTRACT

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

[illegible]

SIGNATURES

IN WITNESS WHEREOF, the Commission and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

ALLIANCE LANDCARE, INC.

By _____
Sean Rogan
Executive Director

By _____
Mike Parker
President

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION

By _____
Behnaz Tashakorian
Senior Deputy County Counsel

By _____
Matthew Fortini
Director

ATTACHMENT A

STATEMENT OF WORK

APPENDIX B

STATEMENT OF WORK

1.0 SCOPE OF WORK

The Community Development Commission of the County of Los Angeles (Commission) is the County's community development agency. The Commission helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission maintains many administrative buildings and 70 housing developments that include over 3,258 residential units within the County of Los Angeles.

The Commission is seeking a qualified contractor to provide landscaping and maintenance services at various vacant lots earmarked for future housing development and parking lots throughout the County of Los Angeles. The regular routine work will include but not limited to mowing and edging lawn areas, removal of trash/debris (including appliances, furniture, tires, etc.), weed abatement in shrub beds and turf areas, prune and trim shrubs and trees, provide brush clearance, rodent control, provide irrigation maintenance and operation, irrigate landscaping areas by bleeding valves or hand watering, and other landscaping and maintenance services as deemed necessary. In addition, from time to time, additional clean-up services will be required that is beyond the normal routine work (excessive) which includes removing construction debris, abandoned vehicles and other large junk items, making fencing repairs, environmental hazardous waste removal, and other item found in vacant lots.

2.0 GENERAL REQUIREMENTS

- 2.1** The Contractor shall possess a valid and current C-27 Landscaping Contractor license during the term of the Contract.
- 2.2** The Contractor shall not work or perform any operations, particularly during the periods of inclement weather, which may destroy or damage ground cover or turf areas.
- 2.3** The Contractor shall obtain the Commission's written prior approval to subcontracting any work.

3.0 SPECIFIC WORK REQUIREMENTS

The Contractor shall provide landscaping and maintenance services in accordance with this Statement of Work for all lots noted in Exhibit 1, Vacant and Parking Lot Landscaping Locations and Specifications.

3.1 Landscaping Services

The Contractor shall provide landscaping services at the times indicated in Exhibit 2, Vacant and Parking Lot Landscaping Task Requirements which includes the following:

Lawn Care

3.1.1 All designated lawn areas shall be mowed and edged at all sidewalks (including adjacent public right-of-way sidewalks), walkways, walls, and parking lots at each site visit.

3.1.2 All grass clippings and debris shall be racked and hauled away and disposed at the Contractor's expense.

Weed Control and Abatement

3.1.3 Weed control shall be conducted on ground cover and shrub beds/areas to control weeds. The contractor shall provide a Weed Control and Abatement Plan that includes the method (hand removal, cultivation, mulching, or chemical spraying eradication), schedule for all sites to the Commission. The Commission must approve the plan and all chemicals used at the sites prior to application.

3.1.4 All weeds shall be removed before they reach 2" in height in all ground cover and shrub areas in vacant lots and 2" in height or 4" wide in all ground cover and shrub beds in parking lots at each site visit.

3.1.5 Weed abatement shall include but not limited to cutting and removing all weeds and bushes, pruning and trimming shrubbery (including infant trees not planted, taking root, or non-approved trees by the Commission), and removing all fallen leaves, sticks, twigs, and similar items.

3.1.6 At the request of the Commission, seeding shall be applied to all lawn areas twice a year in parking lots and other designated areas at the Contractor's expense.

3.1.7 All vegetation clippings and debris shall be racked and hauled away and disposed at the Contractor's expense.

Pest Control and Abatement

3.1.8 Pest control shall be conducted in ground cover and shrub beds/areas to control pests, including vertebrates as necessary.

The contractor shall provide a Pest Control and Abatement Plan that includes the method and schedule for all sites to the Commission. The Commission must approve the plan and all chemicals used at the sites prior to application.

Sidewalks, Walkways, and Walls

3.1.9 All parking lots, including sidewalks, walkways, and walls within the parking lot property, shall have landscaping services twice a week on Monday and Friday.

3.1.10 All vacant lots, including sidewalks, walkways, and walls within the vacant lot property, shall have landscaping services once or twice a month as indicated in Exhibit 2, Vacant and Parking Lot Landscaping and Maintenance Tasks.

3.2 Maintenance Services

The Contractor shall provide maintenance services at the times indicated in Exhibit 2, Vacant and Parking Lot Landscaping and Maintenance Task Requirements which includes the following:

Trash & Debris Clean-up

3.2.1 Trash and debris clean-up shall be picked-up, hauled away and disposed at the Contractor's expense for all vacant and parking lots within the same visit day. This shall include, but not limited to foreign objects such as:

- Trash / junk items, including trash in trash cans,
- Furniture
- Appliances (all types)
- E-Waste (all types)
- Scrap wood
- Scrap metals (all types)
- Mattresses
- Tires / vehicle parts / abandoned vehicles
- Tree branches / Shrubs
- Chemical / biological / human hazardous waste*
- Bloodborne pathogens (all types)*
- Shopping Carts
- Any other discarded items found on the properties that are considered a nuisance as determined by the Commission, Los Angeles County Code Enforcement Departments and/or State agencies.

*These items must be reported on the monthly report on the month the items were detected.

3.2.2 All adjacent public right of ways such as sidewalks, walkways, walls, and parking lots shall be swept and clear from all debris including but not limited to foreign objects such as:

- Soil
- Vegetation (all types such as grass, weeds, tree branches, etc.)
- Trash / debris
- Gum
- Grease
- Paint
- Graffiti
- Stains

3.2.3 All parking lots, including sidewalks, walkways, and walls within the property shall be swept and trash/debris picked up twice a week on Monday and Friday hauled away and disposed at the Contractor's expense, unless otherwise advised by the Commission in writing.

Excessive Trash and Debris Dumping

3.2.4 Should the Contractor encounter excessive trash and debris dumping (i.e. construction material, mixed and unmixed soil, and extraordinary trash/material) that, in the Contractor's opinion, exceeds the parameters of trash and debris clean-up as set forth within this Statement of Work, the Contractor shall submit an Vacant and Parking Lot Incident Report and shall take the steps indicated in Section 3.7 - Additional Maintenance, Clean-ups, Repairs, and Other Similar Services to remove and haul away excessive trash and debris dumping.

Vacant and Parking Lot Incident Report

3.2.5 The Vacant and Parking Lot Incident Report shall be submitted by email by the Contractor to the Commission and include, but not limited to the following information:

- Date and Time
- Vacant or Parking Address
- Weather Condition
- Staff Name
- Condition of Property (Narrative form)
- Type of Items
- Quantity of Items (Number/Weight Estimate)

- Landscaping or Maintenance Solution Recommended
- Subcontracting needed
- Pictures
- Approving Project Manager
- Any other information that is relevant to the incident

Sign Installation

3.2.6 “No Trespassing”, “No Dumping”, and any other signage requested by the Commission shall be installed/replaced when missing, damaged, or unreadable due to vandalism or graffiti, as directed by the Commission.

3.2.7 The Commission shall supply all signs to the Contractor.

Securing Sites

3.2.8 All gates shall be locked and secured prior to and after completion of landscaping and maintenance services at every site visit.

3.2.9 The Contractor shall provide missing/broken locks with the same brand, model, and key number at no additional cost to the Commission.

3.3 Tree Care Maintenance

The Contractor shall provide tree care maintenance to trees on all vacant and parking lots which include the following:

3.3.1 Any structural weakness, dead or diseased trees, decayed trunks or branches shall be reported to the Commission..

3.3.2 All dead or damaged branches of trees shall be removed at point of breakage.

3.3.3 Any structural weakness, dead or diseased trees, decayed trunks or branches shall be reported to the Commission.

3.3.4 All tree cuts must be made flush with parent limb or trunk to promote healing.

3.3.5 All trees shall be maintained at a continuous seven foot clearance for all branches hanging over walls and fourteen foot clearance for branches hanging over beyond curb line into paved sections or roadways.

- 3.3.6 Under no circumstances shall stripping of lower branches (raising up) of young trees be permitted.
- 3.3.7 Lower branches shall be retained in a “tripped back” or pinched conditioned with as much foliage as possible to promote caliper-retained growth (tapered trunk).
- 3.3.8 Lower branches shall be cut flush with trunk only after tree is able to stand erect without staking or other support.
- 3.3.9 All trees shall be pruned and thinned to allow proper shaping, growth, and air ventilation minimally on an annual basis.

Fertilization

- 3.3.10 All trees shall be fertilized with a drip line at least once per year during the months of March or April to provide a healthy color.
- 3.3.11 Fertilizers used shall be balanced organic or inorganic.

Irrigation

- 3.3.12 All tree irrigation shall be programmed in conjunction with automated controllers or manual control valve servicing turf or ground cover and shrub areas, if applicable.

Equipment

- 3.3.13 Pruning and cutting equipment shall be kept sharpened to a condition that will permit leaving an unbraided cambium edge on final cuts. Such equipment shall also be kept clean and free from infectious material.
- 3.3.14 Brush clippers shall comply with CAL O.S.H.A. Requirements.
- 3.3.15 The use of climbing spikes will not be permitted except on Eucalyptus and Palm trees.
- 3.3.16 Aerial equipment shall be in compliance with California of Industrial Safety Orders, CAL O.S.H.A. and Federal A.N.S.I. a.92.2 1979 standard for vehicles mounted with elevating and rotating aerial devices and shall include dielectric certification for 100 K.V. test.

Pest Control

3.3.17 A pest control maintenance program shall be conducted on all tree cover pest, including vertebrates.

3.3.18 An application of insecticides or fungicides shall be applied necessary to prevent or control diseases and pests.

Tree Staking

3.3.19 All tree stakes shall not be placed closer than eight inches from the trunk of the tree.

3.3.20 All tree stakes and ties shall be placed to avoid bark chafing and shall be checked frequently and retied to prevent girding.

3.3.21 All tree replacements shall be supported by stakes as required.

3.3.22 All trees shall be staked with two treated lodge pole pine stakes not less than eight feet in length for five (5) gallon size trees and not less than ten feet for fifteen gallon size trees.

3.3.23 All trees that require guy wires shall be of pliable zinc coated ten gauge wire two ties per tree.

3.3.24 All trees that require hose for covering shall be either new or used garden hose at least one half inch in diameter. Ties shall allow for minimum of three additional inches of clearance beyond the diameter of the branch or trunk being secured.

3.3.25 All self-supporting trees shall have their stakes and ties removed.

3.3.26 A cost proposal for replacement of damaged or diseased trees shall be submitted to the Commission for approval.

The Contractor shall not confuse this section with Section 3.6 - Tree Services (On As Needed Basis). All Tree Care Maintenance shall be performed at no additional cost to the Commission.

3.4 Water Management Program (Where Applicable)

The Contractor shall provide a Water Management Program (WMP) that shall consist of the following duties, where applicable:

3.4.1 The WMP shall provide a proper WMP watering schedule to the Commission.

- 3.4.2 The WMP shall provide an adjustment of sprinkler heads and valves to give application of sufficient water for all plant material but restrict water run-off or water ponding.
- 3.4.3 The WMP shall provide an adjustment of timers, seasonal or as needed to give proper water coverage during wet and dry periods.
- 3.4.4 The WMP shall provide water conservation devices upon approval of the Commission.
- 3.4.5 The Contractor shall indemnify the Commission, its agents, officers and employees from and against the costs resulting from any and all fines and/or penalties imposed upon or levied against the Commission by and independent agency, city or municipality arising from or connected with the misuse of water in violation of water conservation acts by the Contractor. Specifically, such misuse shall include, but not limited to:
- Improper irrigation practices.
 - Illegal usage of water for cleaning purposes.
 - Failure to respond and address to broken or mechanically defective irrigation components where water is leaking within a 4-hour time frame of discovery by the Contractor or notification (verbal or written) by the Commission.

3.5 Irrigation System Maintenance

The Contractor shall develop Irrigation System Maintenance (ISM) plan and schedule. The duties under the ISM shall apply to lots that are noted in Exhibit 2, Vacant and Parking Lot Landscaping and Maintenance Task Requirements and include as follows:

- 3.5.1 Cover all labor for irrigation repairs to parts up to 1½".
- Heads
 - Risers
 - Valves
 - Controllers
 - Mainline Repairs
 - Any other associated irrigation parts
- 3.5.2 Provide a proper maintenance schedule by maintaining and keeping operable all irrigation equipment consisting of the following:
- Sprinkler Heads
 - Valves
 - Lines
 - Risers

- Automatic Controllers
- Backflow Prevention Devices

3.5.4 Not include complete piping replacement of the irrigation system.

3.5.5 All irrigation PVC pipe fittings over 1 ½" (see below) for the ISM shall be supplied by the Commission, as requested by the Contractor.

- Sprinkler Heads
- Valves
- Risers
- Automatic Controllers
- Backflow Prevention Devices

3.5.6 Identify location of irrigation parts ordered in quantities over ten each on site maps. The site maps will identify problem areas.

3.5.7 Replace all irrigation parts with original materials or substitutes approved by the Commission in writing prior to any installation.

3.5.8 Respond to all complaints for repairs to the irrigation system within a 24-hour time frame or the next business day, whichever is the shortest, of notification by the Commission. For broken or mechanically defective irrigation components where water is leaking, the Contractor shall respond and address within a 4-hour time frame of discovery by the Contractor or notification by the Commission.

3.5.9 Identify the person (s) to receive inquiries, service requests and complaints.

3.5.10 Responsible at all times for watering and the bleeding of the valves as required to sustain and prevent loss of turf, trees, plants and ground cover.

3.5.11 Comply with all local plumbing codes. The Contractor shall be responsible for all permits when required.

3.5.12 Responsible for all "as-built" drawings, if required.

3.5.13 Responsible for locating the following items on the current set of irrigation plans:

- All Controllers
- Backflow Devices
- Gate Valves

- Couplers

3.5.14 Develop a plot plan for each lot that identifies nearest sidewalk, curb or driveway with color-coded permanent marker when request by the Commission.

3.5.15 Include control measures to avoid any excessively wet areas, which would interfere with the Contractor's ability to mow all turf.

3.5.16 Repair all leaking valves within 4-hour time frame of discovery by the Contractor or notification by Commission. For all defective non-leaking water issues, the Contractor shall repair valves within 24-hour time frame.

3.5.17 Monitor and adjust irrigation controllers taking into consideration the water requirements of each station.

3.5.18 Monitor any irregularities in the operation of the backflow prevention devices.

3.5.19 Indemnify the Commission, Housing Authority, its agents, officers and employees from and against the costs resulting from any and all fines and/or penalties imposed upon or levied against the Commission by and independent agency, city or municipality arising from or connected with the misuse of water in violation of water conservation acts by the Contractor.

3.5.20 Specifically, such misuse shall include, but not limited to:

- Improper irrigation practices.
- Illegal usage of water for cleaning purposes.
- Failure to respond to broken or mechanically defective irrigation components within a 24-hour time frame.

3.6 Tree Services (On As Needed Basis)

The Contractor shall provide tree services on as needed basis, unless otherwise noted, at an additional cost as described in Attachment B, Fee Schedule. This section is not to be confused with Section 3.3 – Tree Care Maintenance services. The Contractor must submit a written estimate to the Commission and must be approved in writing by the Commission prior to any start of any tree services. Failure to obtain written approval for any tree service shall be grounds for no payment to the Contractor, unless otherwise agreed by the Commission in writing for special circumstances.

Tree Trimming

3.6.1 All trimming shall be performed to emphasize the natural characteristics of the tree.

- 3.6.2 All trimming shall be cut lateral to preserve the natural form of the tree.
- 3.6.3 All trimming shall include shorten the length of the limbs which extend beyond the natural perimeter. The crown shall form a symmetrical shape with the weight evenly distributed when trimming is complete.
- 3.6.4 Vine tendrils shall be removed without injury to the tree and cleared at least eighteen inches from the base of the tree.
- 3.6.5 All foreign vegetation, vines entwined in the trees and sucker growths on the tree trunks shall be removed.
- 3.6.6 All trimming shall include removal of deadwood, weak, split, diseased, insect infested, broken, low or crossing limbs and branches with extremely narrow angles.
- 3.6.7 All stubs shall be removed one inch in diameter throughout the tree.
- 3.6.8 Any structural weakness, dead or diseased trees, decayed trunks or branches shall be reported to the Commission.
- 3.6.9 All trimming shall provide adequate clearance for moving vehicles within the traveled roadways, for pedestrian on the sidewalks and for structures with their connecting utility lines.
- Final minimum clearance under trees shall be as follows:
 - 17 ft. over the travel roadway
 - 7 ft. over sidewalks
 - 5 ft. from any building where practicable
 - When pruning the bottom branches for under clearance, care shall be taken to obtain a balanced appearance when viewed from the opposite side of the tree.
- 3.6.10 Tree branches shall be trimmed to clear all adjacent structures by a minimum of five feet.
- 3.6.11 All limbs that are one or more inches in diameter shall be precut to prevent splitting.
- 3.6.12 To prevent bark tearing, remove large limbs with three cuts and the following:

- First cut shall be on the underside of the branch one to two feet from the crotch.
- Second cut shall be one to three inches further from the crotch than the first cut, completely through the limb.
- The third and final cut is made after the main part of the branch is removed
- Cuts shall not be made so large that they prevent sap flow.

Tree Crowning

3.6.13 All tree crowning shall consist of reducing the head size of the tree approximately 33%.

3.6.14 All tree crowning shall include cutting end of branches to lighten the end weight where such overburden appears to cause breakage of limbs.

3.6.15 All trees shall have a symmetrical form with the weight of the trees distributed evenly.

3.6.16 All trees shall be topped by using the “drop crotch” method.

Tree Removal

3.6.17 All tree removal shall include cutting down and disposing of all tree parts including the stump and root removal. The use of climbing spikes will be permitted.

3.6.18 All trees over twenty feet shall be topped prior to removal, unless a tree is unable to withstand the strain of the topping procedure. If a tree cannot be topped, branches will be lowered by another method.

3.6.19 All trees shall be de-limbed by removing lower limbs first than working toward the top of the tree.

3.6.20 All trees with stubs twelve or more inches in length shall be left to provide crotches for lowering section of the trunk or main limbs.

3.6.21 All trees shall be removed according to the site map that will be provided by the Commission staff.

3.6.22 Extreme care shall be taken to prevent limbs, branches and trunks from falling and creating damage to adjacent homes, driveways, streets, fences, lawns, irrigation and other property both public and

private. If necessary brush mats, tires, logs or skids shall be used to avoid causing damages.

3.6.23 Stump removal shall include grinding out the stump and surface roots, to a minimum depth of twelve inches below ground level and the following:

- Stump holes shall be backfilled with chips from the stump that is removed.
- The chips shall be neatly mounded to a height of six to eight inches above the ground.
- With the approval from the Commission, stump holes may be backfilled with Class A topsoil.
- Grass seed or sod shall be required where turf area is damaged.

3.6.24 All debris from stump removal shall be removed from the work site and no debris shall be left on the site overnight. The worksite shall be raked and broom cleaned.

3.7 Additional Maintenance, Clean-ups, Repairs, and Other Similar Services

The Contractor shall provide additional maintenance, clean-ups, repairs and other similar services (Additional Maintenance Services) due to extraordinary incidents such as vandalism, third party negligence, acts of nature/weather, or other similar situations.

Excessive Trash and Debris Work Orders

3.7.1 If the Contractor encounters excessive trash and debris dumping (i.e. construction material, mixed and unmixed soil, and extraordinary trash/material) that, in the Contractor's opinion, exceeds the parameters of trash and debris clean-up as set forth within this Statement of Work or any work order request from the Commission, the Contractor shall take the following steps:

- Report the incident by submitting a "Vacant and Parking Lot Incident Report" with the pictures within 24 hours of the encounter.
- Provide a "proposal" outlining the estimated number of labor hours and disposal cost needed to remove and haul away the reported items within two (2) business days of the encounter or request from the Commission. If subcontracting is required, the proposal may be submitted within four (4) business days and include the subcontractor's estimate with the proposal.

- All proposal costs must in accordance with Attachment B, Fee Schedule, unless otherwise negotiated and approved in writing by the Commission.
- Provide a timeline for removal and disposal of the reported items.
- Obtain written approval from the Commission prior to the start of any work. Failure to obtain proper prior approval from the Commission shall be grounds for no payment to the Contractor, no exception.

The Commission reserves the right to approve and disapprove the entire or portions work order as deemed in the best interest of the Commission.

Other Maintenance Services

3.7.2 The Contractor shall perform other Additional Maintenance Services as may be requested by the Commission and shall negotiate any costs not covered by Attachment B, Fee Schedule.

3.7.3 The Contractor must obtain prior written approval from the Commission when subcontracting any portion of the Contractor's work as set forth within this Statement of Work.

3.8 Monthly Reports

The Contractor shall provide a "Monthly Vacant and Parking Lot Report" to describe the status and condition, including hazardous materials in each vacant and parking lot. This report shall include before and after pictures to support the lot was cleaned as required by this Statement of Work. The Monthly Vacant and Parking Lot Report shall be due with each monthly invoice. The Contractor shall provide a draft for approval by the Commission prior to use.

4.0 RESPONSIBILITIES

The Commission and the Contractor's responsibilities are as follows:

Commission

4.1 Personnel

4.1.1 The Commission shall monitor the Contractor's performance in the daily operation of this Contract.

4.1.2 The Commission shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.

- 4.1.3 The Commission shall prepare amendments to the Contract in accordance with the Contract.

4.2 Furnished Items

- 4.2.1 The Commission shall provide the Contractor with all of the required signs as noted in Section 3.2.7

Contractor

4.3 Project Manager

- 4.3.1 The Contractor shall provide a full-time Project Manager with three (3) years of experience in managing projects of similar size and scope as contained in this Statement of Work.
- 4.3.2 The Contractor's Project Manager shall act as a central point of contact with the Commission, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.
- 4.3.3 The Contractor shall provide a telephone number and email address where the Project Manager may be reached on a twenty-four (24) hour per day basis. The Project Manager must be available during all hours, 365 days per year.
- 4.3.4 The Contractor's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

4.4 Personnel

The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must be able to communicate effectively.

4.5 Billing/Invoicing

The Contractor shall submit an invoice approved by the Commission on the first day of the month with the Monthly Vacant and Parking Lot Report, including before and after pictures of each lot.

4.6 Uniform / Identification

- 4.6.1 The Contractor's employees assigned to the Contract shall wear an appropriate uniform at all times. The uniform must display the Contractor's company name. All uniforms, as required and approved by the Commission, will be provided by the Contractor, at the Contractor's expense.

4.6.2 The Contractor's employees must wear visible identification when working under the Contract on Commission property. The identification shall be Contractor-issued photo ID.

4.7 Materials and Equipment

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. Such equipment shall include, but not be limited to: lawnmowers, weedwackers, blowers, edgers, water blasters, hauling (trash/debris) vehicles, and any other equipment required to perform all necessary landscaping and maintenance services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

4.8 Safety and Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment and materials. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

4.9 Sharps Safety Requirements

The Contractor shall comply with all Federal and State Sharps Safety Requirements, including Cal-OSHA standards for bloodborne pathogens when performing work at any vacant and parking lot as noted in Exhibit 1, Vacant and Parking Lot Landscaping Locations and Specifications and future added lots. All new and continuing employees shall be trained in their assigned tasks and in the safe handling, including safe and protective gear and disposal of bloodborne pathogens at the Contractor's expense.

4.10 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

4.11 Periodic Meetings

The Contractor is required to attend quarterly meetings and meetings requested by the Commission. Failure to attend will cause an assessment of fifty dollars (\$50.00) per meeting.

5.0 HOURS / DAYS OF WORK

The Commission office hours are from 8:00 a.m. to 5:00 p.m. The Commission offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

If the services lands on a holiday, the Contractor shall be required to make-up within the same week.

6.0 WORK SCHEDULES

The Contractor shall submit for review and approval a work schedule for all lots to the Commission within ten (10) days prior to starting work. The work schedules shall be set on an annual calendar identifying all the required on-going landscaping and maintenance tasks and frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon, and the tasks to be performed. In addition, the work schedule must address all make-up days due to holidays. All make-up days must be performed within same week, no exceptions, unless otherwise approved in advance by the Commission.

The Contractor shall submit revised schedules when actual performance (i.e. change on site visits) differs from latest approved work schedule. The work schedule shall be submitted to the Commission for review and approval within five (5) working days prior to scheduled time for work.

In the event that a site visit to the lot lands on a holiday, the Contractor shall make-up the site visit on the next available business day, unless the holiday lands on a Thursday or Friday, the make-up day shall be on prior business day.

7.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Commission a consistently high level of service throughout the term of

the Contract. The Plan shall be submitted to the Commission for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor;
 - any corrective action taken,
 - the time a problem was first identified,
 - a clear description of the problem,
 - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Commission upon request.

8.0 QUALITY ASSURANCE PLAN

The Commission will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

8.1 Performance Requirements Summary (Exhibit 1)

The Commission shall use a Performance Requirements Summary (PRS) chart, Exhibit 1, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the Commission will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Commission. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to

return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Commission to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Commission, shall be credited to the Commission on the Contractor's future invoice.

This section does not preclude the Commission's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 13 - Termination for Convenience.

8.2 Periodic Performance Reviews

The Commission will conduct periodic reviews to evaluate the Contractor's performance.

8.3 Contract Deficiency Notice

The Commission will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Commission and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Commission will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Commission within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Commission within ten (10) workdays.

8.4 Commission Observations

In addition to divisional contracting staff, other Commission personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

9.0 ADDITION/DELETION OF SERVICES

The Commission reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Commission and the Contractor.

EXHIBIT 1

VACANT AND PARKING LOT LOCATIONS AND SPECIFICATIONS

LOCATIONS	LOT TYPE (VL=Vacant Lot) (PL=Parking Lot)	PROPERTY AREA (SQ/FT) ¹	ASSESSOR PARCEL NO. ²	MAP NO.
1st DISTRICT				
4552 Floral Drive Los Angeles, Ca 90022	VL	4,900	5235-001-903	1
4768 Floral Drive Los Angeles, CA 90022	VL	5,062	5235-017-902	1
4495 E. Cesar Chavez Avenue Los Angeles, CA 90022 ³	PL	N/A	N/A	1
4496 E. Cesar Chavez Avenue Los Angeles, CA 90022 ³	PL	N/A	N/A	1
4341 Eagle Street Los Angeles, CA 90022	VL	6,490	5236-021-905	2
4527/29/29½ E. 3 rd Street Los Angeles, CA 90022	VL	5,380	5250-013-901	3
4525 E. 3 rd Street Los Angeles, CA 90022	VL	5,380	5250-013-902	3
4651 E. 3 rd Street Los Angeles, CA 90022	VL	6,447	5250-017-900	3
4655 E. 3 rd Street Los Angeles, CA 90022	VL	3,223	5250-017-901	3
4639 E. 3 rd Street Los Angeles, CA 90022	VL	2,925	5250-017-905	3
2615/19/25/29 Walnut Street Walnut Park, CA 90255	PL	24,000	6201-003-900 6201-003-019 6201-003-020 6201-003-021	4
2655/61/65 Walnut Street Walnut Park, CA 90255	PL	18,000	6201-003-901 6201-003-902 6201-003-903	4
892 S. 3 rd Avenue La Puente, CA 91746	VL	74,281	8206-001-905	5
898 S. 3 rd Avenue La Puente, CA 91746	VL	54,226	8206-001-906	5
641 N. Glenfinnan Avenue Azusa, CA 91702	VL	6,043	8612-001-905	6

¹ The property area of each lot is an approximate and the Bidder shall have the responsibility to confirm each lot size. The higher property area between stated area above and registered area based on the Assessor Parcel Number shall prevail.

² The Assessor Parcel Number is also known as the Assessor's Identification Number (AIN).

³ The parking lots located on the corner of 4495 and 4496 E. Cesar Chavez and Ford Boulevard have no Assessor Parcel Numbers. The Bidder shall be responsible for confirming the area for each lot.

LOCATIONS	LOT TYPE (VL=Vacant Lot) (PL=Parking Lot)	PROPERTY AREA (SQ/FT) ¹	ASSESSOR PARCEL NO. ²	MAP NO.
600 E. 6th Street Azusa, CA 91702	VL	10,930	8612-001-906	6
628 N. Cedarglen Drive Azusa, CA 91702	VL	6,000	8612-001-908	6
627 E. Lime Avenue Azusa, CA 91702	VL	6,139	8612-001-909	6
630 N. Cedarglen Drive Azusa, CA 91702	VL	6,370	8612-001-910	6
630 N. Glenfinnan Avenue Azusa, CA 91702	VL	6,010	8612-001-911	6
610 E. 6th Street Azusa, CA 91702	VL	8,050	8612-001-912	6
611 E. Lime Avenue Azusa, CA 91702	VL	6,790	8612-001-913	6
645 E. Lime Avenue Azusa CA 91702	VL	6,050	8612-001-914	6
633 N. Glenfinnan Avenue Azusa, CA 91702	VL	6,048	8612-001-915	6
601 N. Cedarglen Drive Azusa, CA 91702	VL	6,520	8612-001-916	6
615 N. Cedarglen Drive Azusa, CA 91702	VL	5,920	8612-001-917	6
627 N. Cedarglen Drive Azusa, CA 91702	VL	6,010	8612-001-918	6
629 N. Glenfinnan Avenue Azusa, CA 91702	VL	6,048	8612-001-920	6
606 N. Glenfinnan Avenue Azusa, CA 91702	VL	6,370	8612-001-921	6
630 E. 6th Street Azusa, CA 91702	VL	6,000	8612-001-922	6

2 nd DISTRICT				
6305 Holmes Ave 63rd (Trailer Park) Los Angeles, CA 90001	VL	15,245	6009-014-900	7
1538/42 E. 85 th Street Los Angeles, CA 90001 (Formerly referred to as 8501 Miramonte Blvd., Los Angeles, CA 90001)	VL	15,500+/-	6028-034-900 6028-034-901 6028-034-902	7A
1314 W. 105 th Street Los Angeles, CA 90003	VL	18,400	6060-011-904	8
1300 W. 105 th Street Los Angeles, CA 90003	VL	9,200	6060-011-905	8
1304 W. 105 th Street Los Angeles, CA 90003	VL	9,200	6060-011-907	8
1248 W. 105 th Street Los Angeles, CA 90033	VL	9,200	6060-012-900	8
1252 W. 105 th Street Los Angeles, CA 90033	VL	9,200	6060-012-901	8

LOCATIONS	LOT TYPE (VL=Vacant Lot) (PL=Parking Lot)	PROPERTY AREA (SQ/FT) ¹	ASSESSOR PARCEL NO. ²	MAP NO.
1228 W. 93 rd Street Los Angeles, CA 90044	VL	9,245	6056-005-900	9
1346 W. 93 rd Street Los Angeles, CA 90044	VL	9,245	6056-006-901	9
1310 W. 94 th Street Los Angeles, CA 90044	VL	9,225	6056-007-900	9
1307 W. 109 th Street Los Angeles, CA 90044	VL	18,305	6076-001-902	10
11137 S. Budlong Avenue Los Angeles, CA 90044	VL	8,988	6076-020-901	10
11503 S. New Hampshire Avenue Los Angeles, CA 90044	VL	8,450	6079-016-900	11
11716 S. New Hampshire Avenue Los Angeles, CA 90044	VL	8,450	6079-020-900	11
13024 Salinas Avenue Los Angeles, CA 90059	VL	416,438	6134-033-900	12
14733 Stanford Avenue Los Angeles, CA 90059	VL	11,363	6137-005-903	13
11649 Antwerp Avenue Los Angeles, CA 90059	VL	24,294	6148-002-901	14
1631/33 E. 117 th Street Los Angeles, CA 90059	VL	3,437	6149-008-921	14
1635/39 E. 117 th Street Los Angeles, CA 90059	VL	3,437	6149-008-922	14
1630 E. 117 th Street Los Angeles, CA 90059	VL	6,874	6149-011-902	14
1634E. 117 th Street Los Angeles, CA 90059	VL	3,437	6149-011-903	14
11716 S. Compton Avenue Los Angeles, CA 90059	VL	3,001	6149-011-904	14
1649 E. 117 th Street Los Angeles, CA 90059	VL	6,628	6149-014-905	14
1655-1731 E. 117 th Street (Lots 11-16) Los Angeles, CA 90059 ⁴	VL	N/A	6149-014-906	14
2026 E. 119 th Street Los Angeles, CA 90059	VL	10,500	6150-007-905	15
11909/11/11½ Willowbrook Avenue Los Angeles, CA 90059	VL	7,350	6150-007-911	15

5 th DISTRICT				
15 Lucile Street Arcadia, CA 91006	VL	7,142	5779-014-900	16
19 Lucile Street Arcadia, CA 91006	VL	6,700	5779-014-901	16
2144 Yucca Lane Altadena, CA 91001	VL	9,360	5825-022-901	17

⁴ The Bidder shall be responsible for confirming the area for this lot.

LOCATIONS	LOT TYPE (VL=Vacant Lot) (PL=Parking Lot)	PROPERTY AREA (SQ/FT) ¹	ASSESSOR PARCEL NO.²	MAP NO.
462 Archwood Place Altadena, CA 91001	VL	5,057	5827-011-901	18
470 Archwood Place Altadena, CA 91001	VL	5,042	5827-011-902	18
2304 Lincoln Avenue Altadena, CA 91001	VL	6,251	5827-013-901	18
2367 Olive Avenue Altadena, CA 91001	VL	7,475	5827-013-902	18
2383 Olive Avenue Altadena, CA 91001	VL	7,494	5827-013-905	18
2399 Olive Avenue Altadena, CA 91001	VL	4,025	5827-013-906	18

VACANT AND PARKING LOT AERIAL MAPS

- Vacant and Parking Lot Overview Map
- Vacant and Parking Lot Aerial Map 1
- Vacant and Parking Lot Aerial Map 2
- Vacant and Parking Lot Aerial Map 3
- Vacant and Parking Lot Aerial Map 4
- Vacant and Parking Lot Aerial Map 5
- Vacant and Parking Lot Aerial Map 6
- Vacant and Parking Lot Aerial Map 7
- Vacant and Parking Lot Aerial Map 7A
- Vacant and Parking Lot Aerial Map 8
- Vacant and Parking Lot Aerial Map 9
- Vacant and Parking Lot Aerial Map 10
- Vacant and Parking Lot Aerial Map 11
- Vacant and Parking Lot Aerial Map 12
- Vacant and Parking Lot Aerial Map 13
- Vacant and Parking Lot Aerial Map 14
- Vacant and Parking Lot Aerial Map 15
- Vacant and Parking Lot Aerial Map 16
- Vacant and Parking Lot Aerial Map 17
- Vacant and Parking Lot Aerial Map 18

EXHIBIT 2

VACANT AND PARKING LOT LANDSCAPING AND MAINTENANCE TASK REQUIREMENTS

LOCATIONS	FREQUENCY OF SERVICE	TYPE OF LOT	LANDSCAPING SERVICES (SEC. 3.1)	MAINTENANCE SERVICES (SEC. 3.2)	TREE CARE MAINTENANCE (SEC. 3.3)	WATER MGMT. PROGRAM (SEC. 3.4)	IRRIGATION SYSTEM MAINT. (SEC. 3.5)	TREE SERVICES (SEC. 3.6)	ADDITIONAL MAINT. SRVS. (SECTION 3.7)
LEGEND									
TW – Twice a week (Mondays and Fridays) VL – Vacant Lot NR – Not a Required Task		OM – Once a month PL – Parking Lot AS – As Needed (Requested/Approved by the Commission)				TM – Twice a month RT – Required Task			
1 st DISTRICT									
4552 Floral Drive Los Angeles, Ca 90022	OM	VL	RT	RT	RT	NR	NR	AS	AS
4768 Floral Drive Los Angeles, CA 90022	OM	VL	RT	RT	RT	NR	NR	AS	AS
4495 E. Cesar Chavez Avenue Los Angeles, CA 90022	TW	PL	RT	RT	RT	RT	RT	AS	AS
4496 E. Cesar Chavez Avenue Los Angeles, CA 90022	TW	PL	RT	RT	RT	RT	RT	AS	AS
4341 Eagle Street Los Angeles, CA 90022	OM	VL	RT	RT	RT	NR	NR	AS	AS
4527/29/29½ E. 3 rd Street Los Angeles, CA 90022	OM	VL	RT	RT	RT	NR	NR	AS	AS
4525 E. 3 rd Street Los Angeles, CA 90022	OM	VL	RT	RT	RT	NR	NR	AS	AS
4651 E. 3 rd Street Los Angeles, CA 90022	OM	VL	RT	RT	RT	NR	NR	AS	AS

LOCATIONS	FREQUENCY OF SERVICE	TYPE OF LOT	LANDSCAPING SERVICES (SEC. 3.1)	MAINTENANCE SERVICES (SEC. 3.2)	TREE CARE MAINTENANCE (SEC. 3.3)	WATER MGMT. PROGRAM (SEC. 3.4)	IRRIGATION SYSTEM MAINT. (SEC. 3.5)	TREE SERVICES (SEC. 3.6)	ADDITIONAL MAINT. SRVS. (SECTION 3.7)
LEGEND									
TW – Twice a week (Mondays and Fridays) VL – Vacant Lot NR – Not a Required Task			OM – Once a month PL – Parking Lot AS – As Needed (Requested/Approved by the Commission)			TM – Twice a month RT – Required Task			
4655 E. 3 rd Street Los Angeles, CA 90022	OM	VL	RT	RT	RT	NR	NR	AS	AS
4639 E. 3 rd Street Los Angeles, CA 90022	OM	VL	RT	RT	RT	NR	NR	AS	AS
2615/19/25/29 Walnut Street Walnut Park, CA 90255	TW	PL	RT	RT	RT	RT	AS	AS	AS
2655/61/65 Walnut Street Walnut Park, CA 90255	TW	PL	RT	RT	RT	RT	AS	AS	AS
892 S. 3 rd Avenue La Puente, CA 91746	OM	VL	RT	RT	RT	NR	NR	AS	AS
898 S. 3 rd Avenue La Puente, CA 91746	OM	VL	RT	RT	RT	NR	NR	AS	AS
641 N. Glenfinnan Avenue Azusa, CA 91702	OM	VL	RT	RT	RT	NR	NR	AS	AS
600 E. 6th Street Azusa, CA 91702	OM	VL	RT	RT	RT	NR	NR	AS	AS
628 N. Cedarglen Drive Azusa, CA 91702	OM	VL	RT	RT	RT	NR	NR	AS	AS
627 E. Lime Avenue Azusa, CA 91702	OM	VL	RT	RT	RT	NR	NR	AS	AS
630 N. Cedarglen Drive Azusa, CA 91702	OM	VL	RT	RT	RT	NR	NR	AS	AS
630 N. Glenfinnan Avenue Azusa, CA 91702	OM	VL	RT	RT	RT	NR	NR	AS	AS
610 E. 6th Street Azusa, CA 91702	OM	VL	RT	RT	RT	NR	NR	AS	AS

LOCATIONS	FREQUENCY OF SERVICE	TYPE OF LOT	LANDSCAPING SERVICES (SEC. 3.1)	MAINTENANCE SERVICES (SEC. 3.2)	TREE CARE MAINTENANCE (SEC. 3.3)	WATER MGMT. PROGRAM (SEC. 3.4)	IRRIGATION SYSTEM MAINT. (SEC. 3.5)	TREE SERVICES (SEC. 3.6)	ADDITIONAL MAINT. SRVS. (SECTION 3.7)
LEGEND									
TW – Twice a week (Mondays and Fridays) VL – Vacant Lot NR – Not a Required Task			OM – Once a month PL – Parking Lot AS – As Needed (Requested/Approved by the Commission)			TM – Twice a month RT – Required Task			
611 E. Lime Avenue Azusa, CA 91702	OM	VL	RT	RT	RT	NR	NR	AS	AS
645 E. Lime Avenue Azusa CA 91702	OM	VL	RT	RT	RT	NR	NR	AS	AS
633 N. Glenfinnan Avenue Azusa, CA 91702	OM	VL	RT	RT	RT	NR	NR	AS	AS
601 N. Cedarglen Drive Azusa, CA 91702	OM	VL	RT	RT	RT	NR	NR	AS	AS
615 N. Cedarglen Drive Azusa, CA 91702	OM	VL	RT	RT	RT	NR	NR	AS	AS
627 N. Cedarglen Drive Azusa, CA 91702	OM	VL	RT	RT	RT	NR	NR	AS	AS
629 N. Glenfinnan Avenue Azusa, CA 91702	OM	VL	RT	RT	RT	NR	NR	AS	AS
606 N. Glenfinnan Avenue Azusa, CA 91702	OM	VL	RT	RT	RT	NR	NR	AS	AS
630 E. 6th Street Azusa, CA 91702	OM	VL	RT	RT	RT	NR	NR	AS	AS

2ND DISTRICT									
6305 Holmes Ave 63rd (Trailer Park) Los Angeles, CA 90001	TM	VL	RT	RT	RT	NR	NR	AS	AS
1538/42 E. 85 th Street Los Angeles, CA 90001	OM	VL	RT	RT	RT	NR	NR	AS	AS

LOCATIONS	FREQUENCY OF SERVICE	TYPE OF LOT	LANDSCAPING SERVICES (SEC. 3.1)	MAINTENANCE SERVICES (SEC. 3.2)	TREE CARE MAINTENANCE (SEC. 3.3)	WATER MGMT. PROGRAM (SEC. 3.4)	IRRIGATION SYSTEM MAINT. (SEC. 3.5)	TREE SERVICES (SEC. 3.6)	ADDITIONAL MAINT. SRVS. (SECTION 3.7)
LEGEND									
TW – Twice a week (Mondays and Fridays) VL – Vacant Lot NR – Not a Required Task			OM – Once a month PL – Parking Lot AS – As Needed (Requested/Approved by the Commission)			TM – Twice a month RT – Required Task			
1314 W. 105 th Street Los Angeles, CA 90003	TM	VL	RT	RT	RT	NR	NR	AS	AS
1300 W. 105 th Street Los Angeles, CA 90003	TM	VL	RT	RT	RT	NR	NR	AS	AS
1304 W. 105 th Street Los Angeles, CA 90003	TM	VL	RT	RT	RT	NR	NR	AS	AS
1248 W. 105 th Street Los Angeles, CA 90033	TM	VL	RT	RT	RT	NR	NR	AS	AS
1252 W. 105 th Street Los Angeles, CA 90033	TM	VL	RT	RT	RT	NR	NR	AS	AS
1228 W. 93 rd Street Los Angeles, CA 90044	TM	VL	RT	RT	RT	NR	NR	AS	AS
1346 W. 93 rd Street Los Angeles, CA 90044	TM	VL	RT	RT	RT	NR	NR	AS	AS
1310 W. 94 th Street Los Angeles, CA 90044	TM	VL	RT	RT	RT	NR	NR	AS	AS
1307 W. 109 th Street Los Angeles, CA 90044	TM	VL	RT	RT	RT	NR	NR	AS	AS
11137 S. Budlong Avenue Los Angeles, CA 90044	TM	VL	RT	RT	RT	NR	NR	AS	AS
11503 S. New Hampshire Avenue Los Angeles, CA 90044	TM	VL	RT	RT	RT	NR	NR	AS	AS
11716 S. New Hampshire Avenue Los Angeles, CA 90044	TM	VL	RT	RT	RT	NR	NR	AS	AS
13024 Salinas Avenue Los Angeles, CA 90059	TM	VL	RT	RT	RT	NR	NR	AS	AS

LOCATIONS	FREQUENCY OF SERVICE	TYPE OF LOT	LANDSCAPING SERVICES (SEC. 3.1)	MAINTENANCE SERVICES (SEC. 3.2)	TREE CARE MAINTENANCE (SEC. 3.3)	WATER MGMT. PROGRAM (SEC. 3.4)	IRRIGATION SYSTEM MAINT. (SEC. 3.5)	TREE SERVICES (SEC. 3.6)	ADDITIONAL MAINT. SRVS. (SECTION 3.7)
LEGEND									
TW – Twice a week (Mondays and Fridays) VL – Vacant Lot NR – Not a Required Task			OM – Once a month PL – Parking Lot AS – As Needed (Requested/Approved by the Commission)			TM – Twice a month RT – Required Task			
14733 S. Stanford Avenue Compton, CA 90220	OM	VL	RT	RT	RT	NR	NR	AS	AS
11649 Antwerp Avenue Los Angeles, CA 90059	TM	VL	RT	RT	RT	NR	NR	AS	AS
1631/33 E. 117 th Street Los Angeles, CA 90059	TM	VL	RT	RT	RT	NR	NR	AS	AS
1635/39 E. 117 th Street Los Angeles, CA 90059	TM	VL	RT	RT	RT	NR	NR	AS	AS
1630 E. 117 th Street Los Angeles, CA 90059	TM	VL	RT	RT	RT	NR	NR	AS	AS
1634E. 117 th Street Los Angeles, CA 90059	TM	VL	RT	RT	RT	NR	NR	AS	AS
11716 S. Compton Avenue Los Angeles, CA 90059	TM	VL	RT	RT	RT	NR	NR	AS	AS
1649 E. 117 th Street Los Angeles, CA 90059	TM	VL	RT	RT	RT	NR	NR	AS	AS
1655-1731 E. 117 th Street (Lots 11-16) Los Angeles, CA 90059	TM	VL	RT	RT	RT	NR	NR	AS	AS
2026 E. 119 th Street Los Angeles, CA 90059	TM	VL	RT	RT	RT	NR	NR	AS	AS
11909/11/11½ Willowbrook Avenue Los Angeles, CA 90059	OM	VL	RT	RT	RT	NR	NR	AS	AS

LOCATIONS	FREQUENCY OF SERVICE	TYPE OF LOT	LANDSCAPING SERVICES (SEC. 3.1)	MAINTENANCE SERVICES (SEC. 3.2)	TREE CARE MAINTENANCE (SEC. 3.3)	WATER MGMT. PROGRAM (SEC. 3.4)	IRRIGATION SYSTEM MAINT. (SEC. 3.5)	TREE SERVICES (SEC. 3.6)	ADDITIONAL MAINT. SRVS. (SECTION 3.7)
LEGEND									
TW – Twice a week (Mondays and Fridays) VL – Vacant Lot NR – Not a Required Task			OM – Once a month PL – Parking Lot AS – As Needed (Requested/Approved by the Commission)			TM – Twice a month RT – Required Task			
5 TH DISTRICT									
15 Lucile Street Arcadia, CA 91006	OM	VL	RT	RT	RT	NR	NR	AS	AS
19 Lucile Street Arcadia, CA 91006	OM	VL	RT	RT	RT	NR	NR	AS	AS
2144 Yucca Lane Altadena, CA 91001	OM	VL	NR	NR	NR	NR	NR	AS	AS
462 Archwood Place Altadena, CA 91001	OM	VL	RT	RT	RT	NR	NR	AS	AS
470 Archwood Place Altadena, CA 91001	OM	VL	RT	RT	RT	NR	NR	AS	AS
2304 Lincoln Avenue Altadena, CA 91001	OM	VL	RT	RT	RT	NR	NR	AS	AS
2367 Olive Avenue Altadena, CA 91001	OM	VL	RT	RT	RT	NR	NR	AS	AS
2383 Olive Avenue Altadena, CA 91001	OM	VL	RT	RT	RT	NR	NR	AS	AS
2399 Olive Avenue Altadena, CA 91001	OM	VL	RT	RT	RT	NR	NR	AS	AS

EXHIBIT 3
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW Section 3.1 Landscaping Services	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 3.2 Maintenance Services	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 3.3 Tree Care Maintenance	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 3.4 Water Management Program	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 3.5 Irrigation System Maintenance	100 % Completion of Required Services	Inspection & Observation	\$100 per occurrence
SOW Section 3.6 Tree Services	100 % Completion of Required Services on the time agreed	Inspection & Observation	\$100 per occurrence
SOW Section 3.7 Additional Maintenance Services	100 % Completion of Required Services on the time agreed	Inspection & Observation	\$100 per occurrence
SOW Section 3.8 Monthly Reports	100 % Completion of Required Services	Acceptance and Inspection of Reports	\$50 per occurrence and delay of payment
SOW Section 4.10 Monthly and Requested Meetings	Contractor attendance at all monthly (or as requested) meetings.	Observation of Attendance	\$50 per occurrence

ATTACHMENT B

FEE SCHEDULE

FEE SCHEDULE FOR VACANT AND PARKING LOT LANDSCAPING AND MAINTENANCE SERVICES

The Contractor shall provide the Commission with vacant and parking lot landscaping and maintenance services in accordance with Attachment A, Statement of work and shall be paid based on the fee schedule noted below. Should other landscaping and maintenance services be needed by the Commission, the Contractor shall provide an estimate of the labor hours, unit cost, other charges (materials, supplies, and other associated items) and obtain written approval by the Commission prior to the start of any work. Failure to obtain advance written approval from the Commission shall be grounds for no payment. Other landscaping and maintenance not covered on the Attachment B, Fee Schedule shall be negotiated between the Contractor and Commission in accordance with Section 9.0, Addition/Deletion of Services.

SECTION I: VACANT AND PARKING LOT LANDSCAPING AND MAINTENANCE SERVICES				
Locations	Frequency of Service	Labor Hours* (Monthly)	Monthly Fee**	Annual Fee
LEGEND				
TW – Twice a week (Mondays and Fridays) OM – Once a month TM – Twice a month Notes: *The Labor Hours shall be used to determine compliance with the LWP wage rates. **The Monthly Fee shall be 1/12 of the Annual Fee.				
1st DISTRICT				
4552 Floral Drive Los Angeles, Ca 90022	OM	4.5	\$ 135.00	\$ 1,620.00
4768 Floral Drive Los Angeles, CA 90022	OM	4.5	\$ 135.00	\$ 1,620.00
4495 E. Cesar Chavez Avenue Los Angeles, CA 90022	TW	8.5	\$ 255.00	\$ 3,060.00
4496 E. Cesar Chavez Avenue Los Angeles, CA 90022	TW	20.5	\$ 615.00	\$ 7,380.00
4341 Eagle Street Los Angeles, CA 90022	OM	4.5	\$ 135.00	\$ 1,620.00
4527/29/29½ E. 3 rd Street Los Angeles, CA 90022	OM	2.5	\$ 75.00	\$ 900.00
4525 E. 3 rd Street Los Angeles, CA 90022	OM	2.5	\$ 75.00	\$ 900.00
4651 E. 3 rd Street Los Angeles, CA 90022	OM	4.5	\$ 135.00	\$ 1,620.00
4655 E. 3 rd Street Los Angeles, CA 90022	OM	2.5	\$ 75.00	\$ 900.00
4639 E. 3 rd Street Los Angeles, CA 90022	OM	2.5	\$ 75.00	\$ 900.00

Locations	Frequency of Service	Labor Hours* (Monthly)	Monthly Fee**	Annual Fee
LEGEND				
TW – Twice a week (Mondays and Fridays) OM – Once a month TM – Twice a month Notes: *The Labor Hours shall be used to determine compliance with the LWP wage rates. **The Monthly Fee shall be 1/12 of the Annual Fee.				
2615/19/25/29 Walnut Street Walnut Park, CA 90255	TW	20	\$ 600.00	\$ 7,200.00
2655/61/65 Walnut Street Walnut Park, CA 90255	TW	10	\$ 300.00	\$ 3,600.00
892 S. 3 rd Avenue La Puente, CA 91746	OM	2.5	\$ 75.00	\$ 900.00
898 S. 3 rd Avenue La Puente, CA 91746	OM	2.5	\$ 75.00	\$ 900.00
641 N. Glenfinnan Avenue Azusa, CA 91702	OM	2.5	\$ 75.00	\$ 900.00
600 E. 6th Street Azusa, CA 91702	OM	2.5	\$ 75.00	\$ 900.00
628 N. Cedarglen Drive Azusa, CA 91702	OM	2.5	\$ 75.00	\$ 900.00
627 E. Lime Avenue Azusa, CA 91702	OM	2.5	\$ 75.00	\$ 900.00
630 N. Cedarglen Drive Azusa, CA 91702	OM	2.5	\$ 75.00	\$ 900.00
630 N. Glenfinnan Avenue Azusa, CA 91702	OM	2.5	\$ 75.00	\$ 900.00
610 E. 6th Street Azusa, CA 91702	OM	2.5	\$ 75.00	\$ 900.00
611 E. Lime Avenue Azusa, CA 91702	OM	2.5	\$ 75.00	\$ 900.00
645 E. Lime Avenue Azusa CA 91702	OM	2.5	\$ 75.00	\$ 900.00
633 N. Glenfinnan Avenue Azusa, CA 91702	OM	2.5	\$ 75.00	\$ 900.00
601 N. Cedarglen Drive Azusa, CA 91702	OM	2.5	\$ 75.00	\$ 900.00
615 N. Cedarglen Drive Azusa, CA 91702	OM	2.5	\$ 75.00	\$ 900.00
627 N. Cedarglen Drive Azusa, CA 91702	OM	2.5	\$ 75.00	\$ 900.00
629 N. Glenfinnan Avenue Azusa, CA 91702	OM	2.5	\$ 75.00	\$ 900.00
606 N. Glenfinnan Avenue Azusa, CA 91702	OM	2.5	\$ 75.00	\$ 900.00
630 E. 6th Street Azusa, CA 91702	OM	2.5	\$ 75.00	\$ 900.00
1st DISTRICT SUBTOTALS		132	\$ 3,960.00	\$ 47,520.00

Locations	Frequency of Service	Labor Hours* (Monthly)	Monthly Fee**	Annual Fee
LEGEND				
TW – Twice a week (Mondays and Fridays) OM – Once a month TM – Twice a month Notes: *The Labor Hours shall be used to determine compliance with the LWP wage rates. **The Monthly Fee shall be 1/12 of the Annual Fee.				
6305 Holmes Ave 63 rd (Trailer Park) Los Angeles, CA 90001	TM	4.5	\$ 135.00	\$ 1,620.00
1538/42 E. 85 th Street Los Angeles, CA 90001	OM	4.5	\$ 135.00	\$ 1,620.00
1314 W. 105 th Street Los Angeles, CA 90003	TM	4.5	\$ 135.00	\$ 1,620.00
1300 W. 105 th Street Los Angeles, CA 90003	TM	4.5	\$ 135.00	\$ 1,620.00
1304 W. 105 th Street Los Angeles, CA 90003	TM	32	\$ 960.00	\$ 11,520.00
1248 W. 105 th Street Los Angeles, CA 90033	TM	4.5	\$ 135.00	\$ 1,620.00
1252 W. 105 th Street Los Angeles, CA 90033	TM	4.5	\$ 135.00	\$ 1,620.00
1228 W. 93 rd Street Los Angeles, CA 90044	TM	12	\$ 360.00	\$ 4,320.00
1346 W. 93 rd Street Los Angeles, CA 90044	TM	8	\$ 240.00	\$ 2,880.00
1310 W. 94 th Street Los Angeles, CA 90044	TM	4.5	\$ 135.00	\$ 1,620.00
1307 W. 109 th Street Los Angeles, CA 90044	TM	8	\$ 240.00	\$ 2,880.00
11137 S. Budlong Avenue Los Angeles, CA 90044	TM	8	\$ 240.00	\$ 2,880.00
11503 S. New Hampshire Avenue Los Angeles, CA 90044	TM	4.5	\$ 135.00	\$ 1,620.00
11716 S. New Hampshire Avenue Los Angeles, CA 90044	TM	4.5	\$ 135.00	\$ 1,620.00
13024 Salinas Avenue Los Angeles, CA 90059	TM	4.5	\$ 135.00	\$ 1,620.00
14733 S. Stanford Avenue Compton, CA 90220	OM	6.5	\$ 195.00	\$ 2,340.00
11649 Antwerp Avenue Los Angeles, CA 90059	TM	12	\$ 360.00	\$ 4,320.00
1631/33 E. 117 th Street Los Angeles, CA 90059	TM	4.5	\$ 135.00	\$ 1,620.00
1635/39 E. 117 th Street Los Angeles, CA 90059	TM	4.5	\$ 135.00	\$ 1,620.00
1630 E. 117 th Street Los Angeles, CA 90059	TM	4.5	\$ 135.00	\$ 1,620.00
1634 E. 117 th Street Los Angeles, CA 90059	TM	4.5	\$ 135.00	\$ 1,620.00
11716 S. Compton Avenue Los Angeles, CA 90059	TM	4.5	\$ 135.00	\$ 1,620.00

Locations	Frequency of Service	Labor Hours* (Monthly)	Monthly Fee**	Annual Fee
LEGEND				
TW – Twice a week (Mondays and Fridays) OM – Once a month TM – Twice a month Notes: *The Labor Hours shall be used to determine compliance with the LWP wage rates. **The Monthly Fee shall be 1/12 of the Annual Fee.				
1649 E. 117 th Street Los Angeles, CA 90059	TM	4.5	\$ 135.00	\$ 1,620.00
1655-1731 E. 117 th St. (Lots 11-16) Los Angeles, CA 90059	TM	4.5	\$ 135.00	\$ 1,620.00
2026 E.119 th Street Los Angeles, CA 90059	TM	12	\$ 360.00	\$ 4,320.00
11909/11/11½ Willowbrook Avenue Los Angeles, CA 90059	OM	4.5	\$ 135.00	\$ 1,620.00
2nd DISTRICT SUBTOTALS		179.5	\$ 5,385.00	\$ 64,620.00
5th DISTRICT				
15 Lucile Street Arcadia, CA 91006	OM	1.5	\$ 45.00	\$ 540.00
19 Lucile Street Arcadia, CA 91006	OM	1.5	\$ 45.00	\$ 540.00
2144 Yucca Lane Altadena, CA 91001	OM	1.5	\$ 45.00	\$ 540.00
462 Archwood Place Altadena, CA 91001	OM	1.5	\$ 45.00	\$ 540.00
470 Archwood Place Altadena, CA 91001	OM	1.5	\$ 45.00	\$ 540.00
2304 Lincoln Avenue Altadena, CA 91001	OM	1.5	\$ 45.00	\$ 540.00
2367 Olive Avenue Altadena, CA 91001	OM	1.5	\$ 45.00	\$ 540.00
2383 Olive Avenue Altadena, CA 91001	OM	1.5	\$ 45.00	\$ 540.00
2399 Olive Avenue Altadena, CA 91001	OM	1.5	\$ 45.00	\$ 540.00
5th DISTRICT SUBTOTALS		13.5	\$ 405.00	\$ 4,860.00
GRAND TOTALS FOR SECTION 1		MONTHLY HOURS	MONTHLY FEE	ANNUAL FEE
		325	\$ 9,750.00	\$117,000.00

SECTION II: OTHER LANDSCAPING AND MAINTENANCE SERVICES			
Item	Description	Unit	Unit Cost
1.	Trim Small Trees from 12" to 23" in Diameter	Each	\$ 350.00
2.	Trim Medium Trees from 24" to 36" in Diameter	Each	\$ 650.00
3.	Trim Large Trees above 36" in Diameter	Each	\$ 1,250.00
4.	Crown Small Trees from 12" to 23" Diameter	Each	\$ 750.00
5.	Crown Medium Trees from 24" to 36" in Diameter	Each	\$ 1,350.00
6.	Crown Large Trees above 36" in Diameter	Each	\$ 1,850.00
7.	Remove Small Tree and Stump from 12" to 23" in Diameter	Each	\$ 1,150.00
8.	Remove Medium Tree and Stump from 24" to 36" in Diameter	Each	\$ 1,850.00
9.	Remove Large Tree and Stump above 36" in Diameter	Each	\$ 3,250.00
10.	Landscape Irrigation Fitter to perform irrigation system repairs on an as needed basis	Hourly	\$ 30.00
11.	Laborer to perform various landscaping and maintenance services as described in Appendix B, Statement of Work.	Hourly	\$ 30.00

ATTACHMENT C

REQUIRED CONTRACT FORMS

**COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name:	ALLIANCE LANDCARE INC		
Company Address:	3770 EAST GRAND AVE		
City:	POMONA	State:	CA Zip Code: 91766
Telephone Number:	909-591-3333		
Solicitation For (Type of Goods or Services):	VACANT LOT LANDSCAPE MAINTENANCE		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

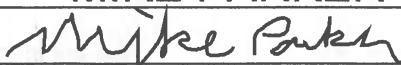
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	MIKE PARKER	Title:	PRESIDENT
Signature:		Date:	3/30/2016

CHARITABLE CONTRIBUTIONS CERTIFICATION

ALLIANCE LANDCARE INC

Company Name

3770 EAST GRAND AVE POMONA, CA 91766

Address

26-3497424

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.


(X) ()

OR

YES NO

Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

() (X)


Signature

3/30/2016
Date

MIKE PARKER PRESIDENT
Name and Title (please type or print)

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM
CERTIFICATION OF COMPLIANCE**

Company Name:	ALLIANCE LANDCARE INC		
Company Address:	3770 EAST GRAND AVE		
City:	POMONA	State:	CA Zip Code: 91766
Telephone Number:	909-591-3333	Email address:	ALLIANCELANDCARE@GMAIL.COM
Solicitation/Contract For	CDC16-038		Services: VACANT LOT LANDSCAPE

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

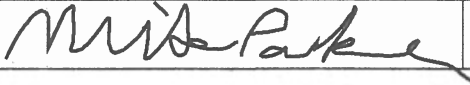
The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:

- ☐ Mandated by federal or state law or a condition of federal or state program;
- ☐ The purchase is made through a state or federal contract;
- ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
- ☐ Sole source provider with exclusive and proprietary rights to services or goods;
- ☐ Emergency services provider for services or goods;
- ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
- ☐ Required to comply with the laws of the United States or California, which are inconsistent with this program.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: MIKE PARKER	Title: PRESIDENT
Signature: 	Date: 3/30/2016

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

ALLIANCE LANDCARE INC

Vendor's Name

3770 EAST GRAND AVE. POMONA, CA 91766

Address

26-3497424

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: MIKE PARKER Title: PRESIDENT

Signature: Mike Parker Date: 3/30/2016

**FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION**

Name of Firm: ALLIANCE LANDCARE INC Date: 3/30/2016

Address: 3770 EAST GRAND AVE POMONA

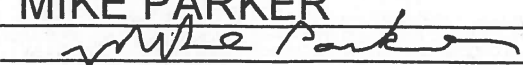
State: CA Zip Code: 91766 Phone No. : 909-591-3333

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: MIKE PARKER Title: PRESIDENT
Signature:  Date: 3/30/2016

ATTACHMENT D

REQUIRED CONTRACT NOTICES

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

COUNTY OF LOS ANGELES
DEFAULTED PROPERTY TAX REDUCTION PROGRAM
(Los Angeles County Code 2.206)

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed,

extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies,

equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2014)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2014 are less than \$52,427 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2015.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3876.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2014 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2014 and owes no tax but is eligible for a credit of \$800, he or she must file a 2014 tax return to get the \$800 refund.

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

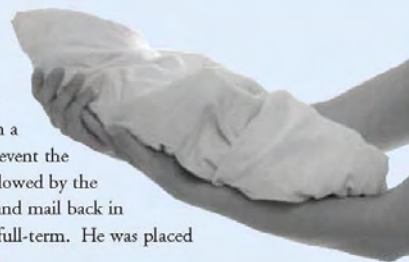
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



ATTACHMENT F

LIVING WAGE PROGRAM POLICY



ADMINISTRATIVE POLICIES AND PROCEDURES

Approved by:


Executive Director

2/29/16
Date

<input type="checkbox"/> Original
<input type="checkbox"/> Complete Revision
<input checked="" type="checkbox"/> Partial Revision

5.1.0: LIVING WAGE PROGRAM

5.1.1 PURPOSE

The purpose of the Living Wage Program policy is to ensure that contractors who have been retained to perform services for the Commission and/or Housing Authority, and who meet the standards of applicability set forth below, provide employees performing the contracted services with sufficient wages and health care benefits to avoid poverty and dependency on public assistance.

The Procurement Unit is responsible for this policy and for incorporating changes approved by the Executive Director.

5.1.2 BACKGROUND

On June 15, 1999, the Board of Supervisors approved an ordinance that enacted Chapter 2.201 of the Los Angeles County Code, requiring that for certain services, contractors and associated subcontractors must pay at least a living wage to full-time employees performing services for the County of Los Angeles.

On March 30, 2004, the Board of Commissioners of the Commission and the Housing Authority approved implementation of a Living Wage Program policy consistent with the County standard, effective with all solicitations published on or after May 1, 2004.

On February 6, 2007, the Board of Supervisors approved an amendment to Chapter 2.201 of the Los Angeles County Code to change the Living Wage rate, provide adjustments to the Living Wage rate, and adopt a policy to require new rates in solicitations.

On July 1, 2007, the Commission and Housing Authority amended the Living Wage Program Policy 5.1.0 to require new rates in solicitations issued on, or after August 1, 2007.

On December 8, 2015, the Board of Supervisors adopted an Ordinance amending changes to the Living Wage Ordinance, Los Angeles County Code Chapter (Chapter) 2.201, applicable to services contracts and subcontracts effective March 1, 2016.

5.1.3 DEFINITIONS

"Commission" means the Community Development Commission of the County of Los Angeles, any Commission officer or body, any Commission division, and any Commission employee authorized to enter into a Living Wage Contract with an employer.

"Employee" means a person hired by an employer or subcontractor who performs services under a Living Wage Contract.

"Employer" means:

1. An individual or entity that has contracted with the Commission and/or Housing Authority for services listed in Attachment A, "Living Wage Program Policy Service Categories", which may be periodically amended, and who has received, or will receive, aggregate compensation of \$25,000 or more during any 12-month period in a Living Wage Contract; or
2. An individual or entity that enters in a subcontract with an employer (see **"Subcontractor"** below), and who employs employees to provide services under the employer's contract with the Commission and/or Housing Authority.

"Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number of hours is recognized as an industry standard, and is approved as such by the Procurement Officer, but in no event less than 35 hours worked per week.

"Housing Authority" means the Housing Authority of the County of Los Angeles, County of Los Angeles, any Housing Authority officer or body, any Housing Authority division, and any Housing Authority employee authorized to enter into a Living Wage Contract with an employer.

"Living Wage Contract" means a contract that meets the standards of applicability set forth in the Living Wage Program policy, and which was awarded based on a solicitation published on or after May 1, 2004.

"Part-time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Procurement Officer.

"Procurement Officer" means the person delegated responsibility by the Executive Director for administering the Living Wage Program policy.

"Subcontractor" means any individual or entity retained by the employer to perform services for the Commission and/or Housing Authority under a Living Wage Contract.

5.1.4 SERVICES COVERED BY LIVING WAGE PROGRAM POLICY

The current service categories and subcategories covered by the Living Wage Program policy are identified in Attachment A, which is subject to change as determined by the Executive Director. The Executive Director may determine that certain short-term contracts (1-4 months) for categories identified in Attachment A are exempt from the Living Wage Program when used as an interim arrangement to secure necessary services until a formal Living Wage Program procurement can be completed.

5.1.5 APPLICABILITY

The Living Wage Program Policy applies to Employers, associated Subcontractors, and all other Employees performing services for the Commission and/or Housing Authority under a Living Wage Contract.

5.1.6 PAYMENT OF LIVING WAGE

Employers shall pay Employees a living wage for their services provided to the Commission and/or Housing Authority of no less than the hourly rate set under Chapter 2.201 or in Los Angeles County Code Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:

1. On March 1, 2016 and thereafter, the rate shall be \$13.25 per hour;
2. On January 1, 2017 and thereafter, the rate shall be \$14.25 per hour;
3. On January 1, 2018 and thereafter, the rate shall be \$15.00 per hour;
4. On January 1, 2019 and thereafter, the rate shall be \$15.79 per hour;
5. Beginning January 1, 2020 and thereafter, the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

The Board of Commissioners for the Commission and the Housing Authority may, from time to time, adjust the amounts specified above for future contracts. Any adjustments to the Living Wage rate that are adopted by the Board of Commissioners shall be applicable to Living Wage Contracts as defined herein.

5.1.7 OTHER PROVISIONS

Full-Time Employees: An Employer shall use full-time Employees to provide services under a Living Wage Contract, unless the Employer can demonstrate to the Procurement Officer the necessity to use non-full-time Employees based on staffing efficiency or the Commission and/or Housing Authority requirements of an individual job.

Neutrality in Labor Relations: An Employer shall not use any consideration received under a Living Wage Contract to hinder or to further the organization of collective bargaining activities by or on behalf of Employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona-fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

Administration: The Executive Director, the Procurement Officer, and the Procurement Unit shall be responsible for the administration of this Policy. The Procurement Officer may, as instructed by the Executive Director, and with the advice of County Counsel, issue written interpretations and instructions on the implementation and ongoing administration of this Policy. Such instructions may provide for the delegation of functions to the divisions within the Commission and/or Housing Authority.

Compliance Certification: An Employer shall, during the term of a Living Wage Contract, report to each Employee and certify the hours worked, wages paid, and provide other requested information deemed relevant to the enforcement of this Policy by the Commission and Housing Authority. Such reports shall be made at the times and in the manner set forth in instructions issued by the Procurement Officer in conjunction with the Procurement Unit.

Contractor Standards: An Employer shall demonstrate during the procurement process and for the duration of a Living Wage Contract a history of business stability, integrity in employee relations, and financial ability to pay a living wage. Verifications of good standing shall include, but not be limited to financial statements, tax returns, credit rating records and/or other documents deemed acceptable by the Procurement Officer. The form, content and intervals for submission of these documents shall be set forth in the Living Wage Contract and/or other instructions provided by the Procurement Officer.

5.1.8 EMPLOYER RETALIATION PROHIBITED

No Employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any Employee, person, or other entity, who has reported a violation of this Policy to the Board of

Commissioners, Executive Director or other officer of the Commission and/or Housing Authority administering the Living Wage Contract.

5.1.9 EMPLOYEE RETENTION RIGHTS

In the event that any Living Wage Contract is terminated by the Commission and/or Housing Authority prior to its expiration, any subsequent Employer hired to complete the remaining services will be required to hire a predecessor Employer's Employees as provided in this section.

A **"Retention Employee"** is an employee of a predecessor Employer who:

1. Is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Has been employed by an employer under a predecessor Living Wage Contract for at least six months prior to the date of a new contract; and
3. Is or will be terminated from his or her employment as a result of the Commission and/or Housing Authority entering into a new contract.

Subsequent Employers shall offer employment to all Retention Employees who are qualified for such jobs. A subsequent Employer is not required to hire a Retention Employee who has been convicted of a crime related to the job or his or her job performance, or who fails to meet any other Commission and/or Housing Authority requirement for employees of a contractor.

A subsequent Employer may not terminate a Retention Employee for the first ninety (90) days of employment under a new contract, except for cause. Thereafter, a subsequent Employer may retain a Retention Employee on the same terms and conditions as the subsequent Employer's other Employees.

5.1.10 ENFORCEMENT AND REMEDIES

For violation of any of the provisions of this Policy, an Employee may bring an action in the courts of the state of California for damages caused by an Employer's violation of this Policy.

The contract administrator for administering a Living Wage Contract may do one or more of the following in accordance with such instructions as may be issued by the Procurement Officer:

1. Assess liquidated damages as provided in the Living Wage Contract;
2. Recommend to the Board of Commissioners the termination of the Living Wage Contract;

3. Recommend to the Board of Commissioners that an Employer be barred from award of future Commission and Housing Authority contracts for a period of time consistent with the seriousness of the Employer's violation of this Policy, in accordance with the Commission and Housing Authority's Non-Responsibility and Debarment Policy.

5.1.11 EXEMPTIONS

Other Laws: This Policy shall not be interpreted or applied to any Employer or to any Employee in a manner inconsistent with the laws of the United States or the State of California.

Collective Bargaining Agreements: Any provision of this Policy shall be superseded by a collective bargaining agreement that expressly so provides.

5.1.12 SEVERABILITY

If any provision of this Policy is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

END OF POLICY

ATTACHMENT A

LIVING WAGE PROGRAM POLICY SERVICE CATEGORIES

<u>Service Description</u>	<u>Sub-Category Description</u>
Janitorial	Custodial
Clerical	Clerical Services
Landscaping	Pest Control-Exterior Mowing Maintenance Gardening
Messenger	Courier Delivery Services
Security	Armed/Unarmed
Automobile	Auto Mechanic Auto Fleet Management